

***This document is a draft of a planned solicitation and is subject to change without notice.***



**REQUEST FOR PROPOSALS (RFP) No. \_\_\_\_\_  
FOR  
HEAD START PROGRAM MEDICAL AND ORAL HEALTH SERVICES POOL**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

\_\_\_\_\_, 2015 at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
(Through the Expedited Purchasing Program)  
for  
Community Action and Human Services Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Martha Perez-Garviso, Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-5375  
E-mail: mdperez@miamidade.gov

**PROPOSAL RESPONSES DUE:**  
\_\_\_\_\_

**Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document.** It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Community Action and Human Services Department (CAHS), is soliciting qualifications for consideration into the Medical and Oral Health Services Pool (the "Pool"). The selected Pool members shall provide 1) Medical and/or 2) Oral Health services. There will be an estimated 2,000 children and their families served by the Head Start/Early Head Start's (HS/EHS) Programs via this Pool.

It is the County's intentions, through this Solicitation, to create a Pool by awarding contracts to as many qualified selected Proposers as necessary to meet the needs of the HS/EHS Program. The County's goal is to provide the most comprehensive services. Therefore, the County prefers that a selected Proposer(s) provide all of the required services in as many areas as possible. However, as the County intends to provide the most comprehensive services possible to the Program, a Proposer may be selected for one or both of the services. The initial contract award(s) will include designated Target Geographic Area and Services to be provided by each selected Proposer(s). After the Pool is established, the County reserves the right to adjust the designated Target Geographic Areas assignment and/or the Services provided by each selected Proposer, as needed, to ensure that the County's goals and Program needs are met.

The County anticipates establishing the Pool for an eight year period.

#### The anticipated schedule for this Solicitation is as follows:

Solicitation Issued: \_\_\_\_\_

Pre-Proposal Conference: \_\_\_\_\_

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email [hjwrig@miamidade.gov](mailto:hjwrig@miamidade.gov) at least five days in advance.

Deadline for Receipt of Questions: \_\_\_\_\_

Proposal Due Date: \_\_\_\_\_

See front cover for date and time.

Evaluation Process: \_\_\_\_\_

Projected Award Date: \_\_\_\_\_

### 1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

### 1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to

any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### 1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

### **1.5 Communication with Selection Committee Members**

Proposers are hereby notified that direct communication, written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

### **1.6 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.7 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.8 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

### **1.9 Expedited Purchasing Program**

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened

solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

## 2.0 SCOPE OF SERVICES

### 2.1 Background

Miami-Dade County has a long tradition (since 1965) of delivering high quality services designed to foster the healthy development of low-income children from birth to 5 years, as well as pregnant women and their families under the Head Start Program. Head Start is a federally funded program that promotes the healthy development of very young, low-income children, healthy family functioning, and school readiness by enhancing the social and cognitive development of children through the provision of educational, health, nutritional and other services to enrolled children and families. Services are provided countywide through the operation of eighty (80) centers, including thirty-five (35) administered by fourteen (14) contracted delegate agencies. All centers and delegate agencies provide child care services, in addition to, other services which include health, education, nutrition and social services as determined to be necessary by the HS/EHS Program's Health Services Coordinator for the welfare of enrolled and approved children and their families.

#### A. Objectives

Services are sought to ensure that medical and oral health service opportunities are afforded for complete physical examinations, lab work, vision and hearing screening, height and weight assessments, growth tracking, and immunization and dental assessments, in addition to any and every item needed as mandated in the Florida Child Health Check, Early Periodic Screening Diagnostic Treatment, to the children identified by the HS/EHS Program's Staff and approved by the Health Services Coordinator.

The County is particularly interested in Proposers who have a history of offering services to traditionally underserved populations and geographic areas, as well as, Proposers with bilingual and/or multilingual capabilities that are able to serve Miami-Dade County's culturally diverse population in their native tongue, when necessary.

#### B. Target Geographic Area

The HS/EHS Program centers are geographically located throughout Miami-Dade County. The following are the target geographic area zip codes, provided only as a guideline and not as absolute boundaries. In order to service children in a particular area, the selected Proposer providing the services requested herein should be located within such areas' boundaries, but it is not mandated. Proposer(s) may apply to service one or multiple geographic areas within Miami-Dade County.

Target Geographic Area	Zip Code Boundaries	Approximate Children Currently Receiving Medical and Dental Services
Hialeah	33010, 33012, 33016	160
Southwest Miami-Dade	33030, 33032, 33033, 33039, 33157, 33170, 33174, 33189	234
	33054, 33166, 33167, 33168,	400

Northwest Miami-Dade	33169, 33054, 33055, 33056	
Central Miami-Dade	33125, 33127, 33129, 33130, 33133, 33135, 33136, 33137, 33138, 33139, 33141, 33142, 33147, 33150, 33155, 33165	1,290
Northeast Miami-Dade	33161, 33162	9
West Central Miami-Dade	33143	18

## 2.2 **Minimum Qualification Requirement**

The minimum qualification requirements for this Solicitation are:

- a. Proposer shall be a licensed practitioner by the State of Florida Board of Dentistry or Medicine, Division of Medical Quality Assurance, Department of Health, for the particular services to be provided as of proposal due date.
- b. Proposer shall be a Medicaid Provider as of proposal due date.

(Note: Selected Proposer must maintain the minimum requirements stipulated above are continuing conditions for award and must be maintained through the contract term and any extensions or renewals).

### 2.2.1 Preferred Qualifications:

The preferred qualifications for this Solicitation are:

- a. Proposer should possess at least three years of experience in providing pediatric medical and/or oral health services with specific knowledge of child development milestones and observation of young children.
- b. Proposer should hold and maintain membership(s) with the American Medical Association (AMA), American Academy of Pediatrics (AAP), American Academy of Pediatric Dentistry (AAPD) and/or American Dental Association (ADA), as applicable to the type of medical and dental services proposed.

## 2.3 **Services Required**

The selected Proposer(s) shall:

- a. Adhere to all applicable Head Start Performance Standards, notices and instructions as promulgated by U.S. Health and Human Services Administration for Children, Youths and Families (ACYF), including but not limited to, the Code of Federal Regulations (CFR), Title 45 Parts 74, 1304.20, 1304.21, 1304.52, 1308.4 and 1308.6, Florida Statutes (Section 402.301-402, 319; Section 120.60). Florida Administrative Code (Chapter 65C-22; Chapter 64E-11) and appropriate County requirements, all of which are incorporated herein by reference. The Performance Standards are available through the following link: <http://eclkc.ohs.acf.hhs.gov/hslc/Program%20Design%20and%20Management/Head%20Start%20Requirements/Head%20Start%20Requirements>.
- b. Administer a coordinated system to examine and assess the medical and/or oral health services needs of children enrolled and approved in the Program ages birth to five years.
- c. Ensure that Program children approved for medical and oral health services with Medicaid or private insurance coverage receive all applicable benefits. Medicaid and insurance provider shall be billed for services rendered, when applicable. If coverage does not include all services listed in the Scope of Services herein, services that are deemed necessary and approved by the HS/EHS Program's Health Services Coordinator will be reimbursed by the County. The County will pay up to the rate that the individual selected Proposer has negotiated with the local Medicaid Administrator for reimbursement.



- d. Provide notification to the Florida Medicaid office, *in writing*, that an affiliation with Miami-Dade County, with reference to the appropriate County entity and Medicaid provider number, is in effect.
- e. Provide initial health and laboratory screening services to enrolled and approved Program children in accordance with the Medicaid Child Health Check-up Periodicity Schedule. Screening services shall include, but are not limited to:
  - Growth and nutritional assessment (age, height and weight);
  - Age Appropriate Vision screening and assessment;
  - Age Appropriate Hearing screening and assessment;
  - Speech/language assessment;
  - Blood pressure;
  - Hemoglobin and/or hematocrit testing;
  - Tuberculosis screening (PPD test, if needed);
  - Routine urinalysis;
  - Sick cell prep or hemoglobin electrophoresis;
  - Lead testing;
  - Assessment and updating of immunization status, as required; and
  - Other screening or diagnostic testing as indicated.
- f. Administer all recommended schedule of immunizations as mandated by State of Florida Guidelines and Center for Disease Control (CDC) recommendations: Hepatitis B, Diphtheria, Tetanus, Pertussis, H. Influenza Type B, Inactivated Polio, Pneumococcal Conjugate, Measles, Mumps, Rubella, Varicella, Hepatitis A and Influenza. Schedule of immunizations administered shall be documented via Immunization Form 680 and provided to the HS/EHS Program's Health Service Coordinator, as requested.
- g. Perform comprehensive medical health examination to include unclothed assessment of specific suspected systems or regions, as indicated by the medical history or the initial medical screening (i.e., skin, eyes, ears, nose, throat, heart, lungs, blood pressure, hernia, genitalia, orthopedic and neurological) and vision and hearing screenings of enrolled and approved Program children at selected Proposer's office location, affiliated clinics and/or mobile units. Written analysis report of each child examined shall be submitted to the HS/EHS Program's Health Service Coordinator within two (2) weeks of examination.
- h. Provide completed Department of Health Student Health Examination Form 3040 for each enrolled and approved Program child receiving medical health services to the HS/EHS Program's Health Services Coordinator.
- i. Facilitate follow-up treatment, as necessary and indicated by results of the medical health screening and examination. Prior to providing follow-up services, re-screening and/or other diagnostic services for children referred from other Program health providers, selected Proposer shall receive authorization from the HS/EHS Program's Health Services Coordinator.
- j. Build a consistent referral procedure for further evaluation and treatment that facilitates other diagnostic and/or treatment, as necessary and approved by the HS/EHS Program's Health Services Coordinator, services that are currently included in the State of Florida Child Health Check-up standards.
- k. Perform basic oral health services for approved and enrolled Program children, including, but not limited to:
  - Oral health examinations and preventive services to include fluoride and/or sealant application;
  - Bitewing radiographs, if necessary, but not as a routine procedure;
  - Services required for the relief of pain or infection;
  - Restoration of decayed teeth (*Amalgam, composites or Primary Teeth*);
  - Pulp therapy when necessary to save teeth or primary molars; and
  - Extractions only when pain or infection is present; decayed teeth that are not to be extracted should be restored if pain or infection is absent.

- l. Provide all other diagnostic and/or treatment services that are indicated according to the child's condition and current professional oral health standards.
- m. Confirm parental consent was received prior to the use of pre-sedative and nitrous oxide analgesia during oral health treatment.
- n. Provide oral health restorative work when a need for such work is indicated by a combination of screening, x-rays and oral health assessment. Severe cases requiring restorative work shall be prioritized.
- o. Schedule and coordinate oral health services for follow-up treatment appointments for approved and enrolled Program children.
- p. Facilitate referral and access to more formal health service treatment programs for enrolled and approved Program children.
- q. Transfer enrolled and approved Program children's medical/oral health records to HS/EHS Program's Health Services Coordinator or other selected Proposer, upon request by the County.
- r. Provide HS/EHS Program's Health Services Coordinator with two copies of the completed Health and Oral Health Control Form for all services performed at that session and other pertinent approved documentation.
- s. Accept the HS/EHS Program's authorized Health and Oral Health Control Forms of each clinic session when submitted to the HS/EHS Program's Health Services Coordinator, as the minimum documentation required for payment of services provided to enrolled and approved Program children.
- t. Provide required medical and/or oral health services for enrolled and approved Program children as in-kind, in the event that all funds budgeted for are expended prior to the culmination of the agreement.
- u. Gain approval from HS/EHS Program Health Services Coordinator prior to performing any services that are not specifically identified in the Scope of Services herein. Not all medical and oral health services that may be required are included in the Scope of Services. The County reserves the right to authorize any required services and reimburse said services at the current Medicaid rate.
- v. Perform Medicaid relevant administrative support and consultative services on an as needed basis and at the request of the HS/EHS Program's Health Services Coordinator which may include, but not limited to, the following:
  - o Invoicing and collection, including data entry and electronic submission of claims;
  - o Medicaid/HMO Policy and Procedures, including documentation;
  - o Quality assurance reviews of files and records;
  - o Assistance in preparation for Medicaid audits;
  - o Other related consultative services as necessary and requested by HS/EHS Program Staff;
  - o Review of current cases;
  - o Assistance in formulation and review of individual treatment plans;
  - o Review and consultation with child's primary physician;
  - o Personal meeting or telephone consultation, as necessary, with parents of each child served;
  - o Child developmental and behavioral assessment;
  - o Telephone consultations with HS/EHS Program Staff;
  - o Other Medicaid relevant services not specifically identified; and
  - o Consultative advice,



## **2.4 Location of Services**

The HS/EHS Program shall transport the enrolled and approved children, their parents and/or accompanying staff, if necessary, to the medical and/or dental facilities of the selected Proposer(s) for the purpose of receiving services, as authorized by the HS/EHS Program's Health Services Coordinator.

## **2.5 Hours of Service and Availability**

The hours of service availability at the selected Proposers' facilities shall be determined by the selected Proposer(s) and approved by the HS/EHS Program's Health Services Coordinator. The selected Proposer(s) shall provide services to enrolled and approved children when the HS/EHS Program Centers are open (*Monday through Friday, 7:30 a.m. through 4:30 p.m.*). However, selected Proposer(s) which offer services via a mobile unit, on evenings and/or weekends are highly desirable to allow for flexibility in rendering health and oral health services.

## **2.6 Reporting**

The selected Proposer(s) shall provide to the HS/EHS Program's Health Services Coordinator a monthly report for the services provided.

The monthly report shall include the following information:

1. Listing of children receiving medical health screenings and specific laboratory tests performed;
2. Listing of children receiving medical examinations, evaluations, immunizations and follow-up care;
3. Listing of children diagnosed and treatment administered to each child;
4. Listing of children receiving oral health screenings, evaluations, restorations and follow-up care.
5. An itemized listing of HS/EHS Program children referred to Medicaid for authorization of services and current status of referrals.

## **2.7 Other Reporting Requirements**

### **1. State of Florida Certificate of Status:**

The selected Proposer(s) shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially, Executive Order No. 11246 entitled, "Equal Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Relations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of the Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders and laws relating to people with disabilities.

The selected Proposer(s) shall submit to the HS/EHS Program's Health Services Coordinator, within thirty (30) days from the date of execution of the agreement, a Certificate of Status in the name of the selected Proposer, which certifies the following: selected Proposer is registered under the laws of the State of Florida, Division of Corporations; all fees and penalties have been paid to the state; most recent annual report has been filed with an active status; and that an Article of Dissolution has not been filed.

### **2. Audit Requirements:**

The selected Proposer(s) shall submit to the HS/EHS Program's Health Services Coordinator a complete copy of its annual, agency-wide audit reports performed by an independent auditor covering each of the fiscal years for which HS/EHS funds were utilized. Audits of government entities must comply with OMB circular A-128. Audits of non-profit organizations, non-government entities, hospitals and institutions of higher learning must comply with OMB Circular A-133.

The following sequence is provided for informational purposes only. Selected Proposer(s) may be requested to provide a copy of a current independent audit.

- a. Audit Required. Non-Federal entities that expend \$500,000 or more in a year in Federal Awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB circular No. A-133 Revised.
- b. Single Audit. Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133 Revised, except when they elect to have a program-specific audit conducted in accordance with Number 3 below.
- c. Program-Specific Audit Selection. Non-Federal entities that expend Federal awards under only one Federal program (excluding Research & Development) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit. The entity may elect to have a program-specific audit conducted. A program-specific audit may not be elected for Research & Development unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.
- d. Exemption when Federal Awards Expended is less than \$500,000. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted OMB Circular A-133 Revised, Subpart B, Section 215(a), but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity, and General Accounting Office (GAO).

## 2.8 Invoicing Requirements:

Medicaid, private insurance provider or third party payer shall be initially billed for services rendered to enrolled and approved child. If coverage does not include all services listed in the Scope of Services herein, services that are deemed necessary and approved by the HS/EHS Program's Health Services Coordinator may be provided. The selected Proposer(s) shall invoice the HS/EHS Program for the approved services not covered by the third party payer on a monthly basis, on or before the 15th day of each month following the month in which the services were rendered, unless the County has granted the selected Proposer(s) an extension in writing. Payment requests shall be accompanied by such documentation as requested by the HS/EHS Program's Health Services Coordinator. It is anticipated that the County will reimburse each invoice within four (4) to six (6) weeks from receipt of complete and error free invoices; however, it is the responsibility of the selected Proposer(s) to maintain sufficient cash flow pending receipt of reimbursement from the County.

All payments due to the selected Proposer(s) may be withheld pending receipt and approval by the County of all reports and documents due from the selected Proposer(s).

## 2.9 Additional Requirements

### 1. State of Florida Certificate of Status

The selected Proposer(s) shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially, Executive Order No. 11246 entitled, "Equal Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Relations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of the Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders and laws relating to people with disabilities.

The selected Proposer(s) shall submit to the HS/EHS Program's Health Services Coordinator, within thirty (30) days from the date of execution of the agreement, a Certificate of Status in the name of the selected Proposer, which certifies the following: selected Proposer is registered under the laws of the State of Florida, Division of Corporations; all fees and penalties have been paid to the state; most recent annual report has been filed with an active status; and that an Article of Dissolution has not been filed.

### 2. Audit Requirements

The selected Proposer(s) shall submit to the HS/EHS Program's Health Services Coordinator a complete copy of its annual, agency-wide audit reports performed by an independent auditor covering each of the fiscal years for which HS/EHS funds were

utilized. Audits of government entities must comply with OMB circular A-128. Audits of non-profit organizations, non-government entities, hospitals and institutions of higher learning must comply with OMB Circular A-133.

The following sequence is provided for informational purposes only. Selected Proposer(s) may be requested to provide a copy of a current independent audit.

- a. Audit Required. Non-Federal entities that expend \$500,000 or more in a year in Federal Awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB circular No. A-133 Revised.
- b. Single Audit. Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133 Revised, except when they elect to have a program-specific audit conducted in accordance with Number 3 below.
- d. Program-Specific Audit Selection. Non-Federal entities that expend Federal awards under only one Federal program (excluding Research & Development) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit. The entity may elect to have a program-specific audit conducted. A program-specific audit may not be elected for Research & Development unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.
- d. Exemption when Federal Awards Expended is less than \$500,000. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted OMB Circular A-133 Revised, Subpart B, Section 215(a), but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity, and General Accounting Office (GAO).

#### **H. Background Screening**

The selected Proposer shall comply with the following tasks in providing the Services:

1. In accordance with Sections 984.01(2)(a), 985.01(2)(a) and 39.001 of the Florida Statutes, only employees, volunteers and subcontracted personnel with a satisfactory background check through a screening agency may work in direct contact with children under the age of 18. Background screenings shall be completed through the Florida Department of Law Enforcement (FDLE) VECHS Program. However, satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Florida Department of Children and Families (FDCF) or the Department of Juvenile Justice (DJJ) or the Miami-Dade County Public Schools (M-DCPS) system. In addition, an Affidavit of Good Moral Character shall be completed and notarized for each employee, volunteer and subcontracted personnel prior to starting work on this project or immediately upon hiring.
2. Pursuant to the above passages from Florida Statutes, all personnel working directly with children must have a completed Level 1 Screening response from the Florida Department of Law Enforcement that indicates that there has been no prior involvement in any of the disallowed conditions, before beginning work with client youths. Level 1 Screenings can be accomplished electronically on-line with the Florida Department of Law Enforcement: [www.fdle.state.fl.us\CriminalHistory](http://www.fdle.state.fl.us/CriminalHistory). In addition, recognizing that Level 2 Screening can take several weeks, Level 2 Screening must be initiated by the selected Proposer prior to beginning work directly with clients. Any employees with positive response(s) to any of the enumerated charges as defined in Level 1 and Level 2 background checks shall not work with children or youths. All employee personnel files shall reflect the initiation and completion of the required background screening checks.
3. Under provisions of the Jessica Lunsford Act, selected Proposer(s) is required to conduct Level 2 background screenings on instructional and non-instructional personnel and contractors who have direct contact with students or have access to center grounds when children are present (Section 1012.465, Florida Statutes).
4. The County requires that only employees and subcontracted employees with a satisfactory background check as described in Section 435.03(3)(a), and through an appropriate screening agency (i.e., Florida Department of Law Enforcement, Federal Bureau of Investigation, etc.) work in direct contact with the elderly, disabled and persons with mental illness, in settings such as but not limited to adult day care center, assisted living facilities, home equipment screening nursing homes, home health agencies, facilities for developmentally disable, and mental health treatment facilities.

5. Pursuant to Florida Statute 1012.465, selected Proposer(s) employing current School Board employees in possession of a valid School Board ID Badge and updated Level 2 Screening must complete a verification form. Non-School Board employees are required to obtain a Level 2 Screening and a School Board ID Badge before access to school campuses is granted, in the event access to school campuses is incorporated in the Services under the Program.
6. Upon execution of an agreement, selected Proposer(s) shall furnish the HS/EHS Program's Health Services Coordinator with proof that background screening Level 1 was completed. If the selected Proposer(s) fails to furnish to the HS/EHS Program's Health Services Coordinator proof that background screening Level 1 was completed and Level 2 was not initiated prior to working directly with client youths, the County shall not disburse any further funds and the contract may be subject to termination at the discretion of the County.
7. The selected Proposer(s) shall retain all records demonstrating compliance with the background screening required herein for not less than three years beyond the last date that all applicable terms of the agreement have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity.

I. **Schedule**

The County anticipates awarding contracts to the selected Proposer(s) from September 1, 2010 through July 31, 2011 for the first Program year (partial Program year). Full Program year operates for 175 school days congruently with Miami-Dade County Public School District's Calendar. Notwithstanding the Program year term, the contract term is anticipated to be for three years, with one, two-year option to renew at the County's sole discretion.

J. **Budget Allocation**

Subject to available funding, the maximum amount payable by the County for services rendered under the HS/EHS Program Medical and Oral Health Services to all selected Proposer(s) in the aggregate, is anticipated not-to-exceed **One Hundred and Thousand Dollars (\$100,000.00)**, for a full Program year. The maximum amount for the initial Program year (if a partial Program year) shall be prorated.

In the event that services authorized by the HS/EHS Program's Health Services Coordinator are not covered under the Medicaid or child's insurance guidelines and when no other funding source is available, the HS/EHS Program shall pay for said services. The HS/EHS Program however will not pay any difference between the selected Proposer(s) customary charges and Medicaid negotiated rates for reimbursements.

Itemized invoices for Services rendered will be approved in accordance with the following Medicaid approved rates, or as amended by Medicaid:

1. **Medical Health Services:**

One hundred twenty-five dollars (\$125.00) per child for all medical health services rendered including required immunizations, Child Health Check-Up, laboratory tests, screening or other diagnostic services, completed unclothed medical examination, and required follow-up treatment provided.

Follow up services have to be approved by the Health Services Coordinator and services will be reimbursed at Medicaid approved rates.

2. **Oral Health Services:**

Medicaid Administrator negotiated rates for the provider applies for all dental services rendered. Medicaid approved rates are subject to change, therefore, the applicable approved and established Medicaid rates shall be honored.

### 3.0 RESPONSE REQUIREMENTS

3.1 **Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should

carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

#### 4.0 EVALUATION PROCESS

##### 4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

##### 4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The or Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the or Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	30
2. Relevant experience and qualifications of key individuals, including key individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	40
3. Proposer's approach and commitment to providing the services requested in this Solicitation	15
4. Proposer's Budget Narrative\Budget Submission Forms (Appendix B)	15

##### 4.3 Oral Presentations

Upon completion of the **technical** criteria evaluation indicated above, rating and ranking, the **Review Team** may choose to conduct an oral presentation with the Proposer(s) which the **Review Team** deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the **or Review Team** will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

##### 4.4 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

##### 4.5 Budget Evaluation

The Budget Proposal will be evaluated subjectively in conjunction with the other criteria, including an evaluation of how well it matches the County's needs described in this Solicitation, and the value of the proposed services. The budgetary evaluation is used as a part of

the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### **4.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the **Review Team** a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the **Review Team** will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

The County may award a contract on the basis of initial Proposals received. Therefore, each initial Proposal should contain the Proposer's best terms from a monetary and technical standpoint.

The **Review Team** will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### **4.9 Contract Award**

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.10 Rights of Protest**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

### **5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

**a) Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

**b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

**c) Inspector General Reviews**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

**d) User Access Program**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

**6.0 ATTACHMENTS**

Draft Form of Agreement  
Proposal Submission Package